purely external and easy to apply, thereby decreasing opportunity for litigation, one of the objects of compensation statutes. See 25 HARV. L. REV. 328, 332. Nevertheless, whether an injury arose "in the course of" the employment has been a frequent subject of dispute. As with the fellow-servant rule, the exact time of beginning and ending labor is not the determining factor. *Riley* v. *Holland & Sons*, [1911] 1 K. B. 1029; *Sharp* v. *Johnson & Co.*, [1905] 2 K. B. 139. An engineer crossing tracks on a private errand was denied recovery because the employment was thereby broken. *Reed* v. *Great W. Ry. Co.*, [1909] A. C. 31. *Contra*, *Goodlet* v. *Caledonian Ry.*, 4 Fraser 986. Compensation was refused a station ticket collector who fell from a train upon which he had stepped for his own purposes. *Smith* v. *Lancashire, etc. Ry.*, [1899] 1 Q. B. 141. But a workman leaving to get a drink recovered; *Keenan* v. *Flemington Coal Co.*, 5 Fraser 164; as did a driver of a wagon hurt while picking up his pipe. *M'Lauchlan* v. *Anderson*, 48 Scot. L. R. 349. See also *Blovelt* v. *Sawyer*, [1904] 1 K. B. 271. A liberal construction of the test laid down seems in accordance with the spirit of the legislation, which is not the extension of liability for wrong doing, but to alleviate an undesirable social condition. Allowing compensation in the principal case is in harmony with that purpose.

MORTGAGES — EQUITY OF REDEMPTION — CLOGGING EQUITY OF REDEMPTION: VALIDITY OF AN OPTION COLLATERAL TO A FLOATING CHARGE. — The appellant loaned money to the respondent, repayable on demand; but, if the interest were duly paid, no demand to be made before September 30, 1915. The debtor had the option to repay at any time after one month's notice. As security, a floating charge upon the debtor's undertaking (business) and property was created. By collateral agreement in the mortgage the debtor gave the lender an option to buy all of a certain by-product acquired up to August 20, 1915. Prior to November, 1913, the debtor paid up the loan. The lender sought to enjoin a breach of the collateral agreement. *Held*, that the respondent should have been enjoined. *Kreglinger* v. *New Patagonia, etc. Co.*, 136 L. T. J. 110 (H. of L.).

The English law prior to the principal case enforced collateral agreements, not unconscionable, to continue during the existence of the security, but not after redemption. They were not invalid simply because "additional to the principal, costs, and interest secured." *Biggs* v. *Hoddinott*, [1898] 2 Ch. 307; *Bunbury* v. *Walker*, 1 Jac. & W. 225. *Contra*, JONES, MORTGAGES, 6 ed., § 1044. On the other hand, agreements, calculated to extend beyond redemption, were unenforceable after redemption. *Noakes & Co., Ltd.*, v. *Rice*, [1902] A. C. 24; *Bradley* v. *Carrett*, [1903] A. C. 253 (overruling *Stantley* v. *Wilde*, [1899] 2 Ch. 474). An absolute day of cleavage was thus created. After the repayment of his loan the mortgagor should be "free from interference in his enjoyment again of full ownership." See 21 HARV. L. REV. 472–473. In the principal case the court admits that the rule against clogging equities applies to floating charges, but in some way, not indicated, distinguishes the cases cited above. Any distinction based upon the independent character of the agreement seems tenuous. Moreover, it allows creditors to overreach debtors by means of collateral agreements, substantially within the rule of *Bradley* v. *Carrett*, *supra*, but brought within the rule of the principal case by extending the law day of the mortgage beyond the date for terminating the collateral agreement, but with an option in the mortgagor to repay sooner. See 136 L. T. J. (Eng.) 137, 138. Such a result seems indefensible. For a discussion of the rule against clogging the equity, see 13 HARV. L. REV. 595; 15 HARV. L. REV. 661; 21 HARV. L. REV. 468–473.

NUISANCE — WHAT CONSTITUTES A NUISANCE — INJURY TO PRIVATE PROPERTY BY RAILROAD. — The defendant's railroad, though operated without

negligence, caused incidental annoyance and damage to the adjacent property of the plaintiff. *Held*, that such operation constitutes neither a nuisance, nor an appropriation of property without just compensation. *Roman Catholic Church of St. Anthony of Padua* v. *Pennsylvania R. Co.*, 207 Fed. 897 (C. C. A.).

The cases have held that incidental annoyance to property owners, such as noise, jarring, smoke, and cinders, must, within certain limits, be suffered in the interests of the general public. *Carroll* v. *Wisconsin Central Co.*, 40 Minn. 168; *Beseman* v. *Pennsylvania R. Co.*, 50 N. J. L. 235, 13 Atl. 164. But this justification obviously fails where the act complained of is without legislative sanction. *Jones* v. *Festiniog Ry. Co.*, L. R. 3 Q. B. 733; *Pennsylvania R. Co.* v. *Angel*, 41 N. J. Eq. 316, 7 Atl. 432. This defense is likewise unavailing where the road has been run negligently, for the interests of the public at large do not demand that a community be subjected to unnecessary inconvenience. *Bunting* v. *Pennsylvania R. Co.*, 189 Fed. 551. The annoyance in the principal case not being within these exceptions, there arises the further question whether requiring the property owners to undergo damage to their land is taking without just compensation contrary to the federal Constitution. The construction of an elevated railroad so as to interfere with a property owner's enjoyment of light and air from a public street has been held to be such a taking. *Story* v. *New York Elevated R. Co.*, 90 N. Y. 122; *Aldis* v. *Union Elevated R. Co.*, 203 Ill. 567, 68 N. E. 95; see 17 HARV. L. REV. 201. No such question, however, is involved in the principal case, since the railroad was running on its own property, and there is no easement of light and air as to private land in this country. *Rogers* v. *Sawin*, 10 Gray (Mass.) 376; *Parker* v. *Foote*, 19 Wend. (N. Y.) 309. Nor can causing consequential damage, as here, be considered a taking. *Smith* v. *Corporation of Washington*, 20 How. (U. S.) 135. See *Heiss* v. *Milwaukee & Lake Winnebago R. Co.*, 69 Wis. 555, 558, 34 N. W. 916, 917; *Garrett* v. *Lake Roland Elevated R. Co.*, 79 Md. 277, 280, 29 Atl. 830, 831. But see 19 HARV. L. REV. 127. Again, such annoyance as that in the principal case is not inconsistent with any right of the plaintiff, who must be regarded as owning subject to such users and burdens of the public as the courts may determine are reasonably necessary.

OFFER AND ACCEPTANCE — REWARD — UNILATERAL CONTRACTS. — A reward was offered by the defendant for the arrest of a criminal. A police officer made the arrest, but the prisoner broke away from him and in the pursuit surrendered to the plaintiff. The defendant voluntarily paid the reward to the officer. The plaintiff now sues, claiming that although not acting in concert with the officer he is entitled to share in the reward as having aided in the arrest. *Held*, that the plaintiff is not entitled to any part of the reward. *Stair* v. *Heska Amone Congregation*, 159 S. W. 840 (Tenn.).

This case is noteworthy as a well-reasoned decision on a point on which satisfactory authority is conspicuously missing. The court gives an admirable statement of the law where the question is whether a reward should be divided between several persons: " . . . his right to so share in the reward depends upon there having been concert of action between him and Policeman Johnson when the endeavor was entered upon. Where there is no such concert as to joint efforts, he alone is entitled to the reward who first substantially complies with the terms of the offer." See a discussion of the same question in 27 HARV. L. REV. 185.

PLEDGES — EFFECT OF AGREEMENT TO PLEDGE FUTURE PROPERTY. — A farm lease contained the provision that all crops grown on the land should remain in the possession of the lessor until the rent payments had been satisfied. The lessee entered and raised a crop of small grain, which he sold and delivered to the defendant with notice of the stipulation in the lease. The rent not having